

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF TENNESSEE
AT GREENEVILLE

VEHICLE PROTECTION PLUS, L.L.C.,)	
)	
Plaintiff,)	
)	
v.)	No. 2:06-cv-241
)	
PREMIER DEALER SERVICES, INC.,)	
and GREAT AMERICAN INSURANCE)	
COMPANY,)	
)	
Defendants.)	

ORDER

For the reasons stated in the Memorandum Opinion filed contemporaneously with this Order, it is hereby **ORDERED** that the plaintiff's motion for partial summary judgment against defendant Premier Dealer Services, Inc. for breach of contract [doc. 45] is **GRANTED**; the defendants' objections to and motion to strike portions of the plaintiff's affidavits [doc. 60] is **DENIED**; and the defendants' motion for summary judgment [doc. 47] is **DENIED IN PART AND GRANTED IN PART** (as to the plaintiff's damages for loss of an agent).

This civil action is set for trial on October 19, 2009, in Greeneville. A prior Order of this court [doc. 54] suggested that the parties "seriously consider mediation as a method of resolving this civil action." The court remains convinced that mediation is the most reasonable alternative for the parties to resolve this civil action. The court encourages the parties to engage in mediation

and, to that end, it is hereby **ORDERED** that the parties shall file a written status report of their mediation efforts, on or before August 3, 2009.

It is further **ORDERED** that the defendant's motion to exclude the expert report and testimony of Douglas H. Chaffins with its accompanying 214-page memorandum and exhibits [docs. 67 and 68] is **DENIED** for failure to comply with the court's Scheduling Order [doc. 25]. Paragraph (e) of the court's Scheduling Order specifically requires the parties to provide a hard copy to the chambers of any motions or other pleadings that exceed 25 pages including attachments. This is not the first time that the parties have had to be reminded of this requirement.

ENTER:

s/ Leon Jordan
United States District Judge